

CONTRACT INTERPRETATION MANUAL

Appendix A.2 Enhanced Disability Management Program

Interpretation Guidelines

The Union and Employer have negotiated language that is designed to support members with occupational and nonoccupational illness or injury.

The program that was negotiated is designed to be employee-centered, proactive, appropriate, and designed for the individual.

The program will provide the appropriate services to the employee at no cost to them including the cost of obtaining an Occupational Functional Assessment (OFA). This assessment is in a form agreed to by both the Employer and Employee. Members should be advised to contact their EDMP rep if the Employer is requesting further medical information to ensure that the Employer's requests for medical are within reasonable limits. For further information on the OFA see the EDMP policies and procedures.

Employees will be entitled to an individual Case Management Plan (CMP) that may include medical intervention, transitional work, graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining. The right to privacy and confidentiality are important components of this program and policies have been developed to protect members private and confidential medical information. The EDMP Policies and Procedures form part of the PCA.

A written Graduated Return to Work (GRTW) which supports an employee through a time limited gradual increase in hours and/or duties and includes clearance by a medical professional should it be required is part of the CMP. All employees engaged in a GRTW will be supernumerary.

During a GRTW employees are to receive their regular pay and benefits including any premiums laid out in the PCA for all hours worked. Employees will have access to sick, vacation and banked time off banks to be used for hours not worked.

Benefits under Article 46 (Medical, Dental, and EHC) are reinstated once the GRTW starts and are continued while the employee actively participates in the GRTW.

All other PCA benefits accrue on a prorated basis.

The program is administered jointly by the Union and the Employer. The program covers all regular employees who are off work for longer than 5 days, those with a WSBC claim and those who are identified as struggling at work. Please connect with your EDMP representative, LRO, and DTA LRO.

All case management disputes shall be resolved through a Case Management Dispute Resolution Process as outlined in the EDMP policies and procedures.

All other disputes under concerning violations of this Appendix are subject to the grievance and arbitration process of the PCA (Article 9).

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Section B

This section outlines the eligibility, application for, waiting period and benefits provided by LTD. For support around the LTD process please see your EDMP representative, LRO, or DTA LRO. BCNU also provides support for appeals of denial of LTD claims through our LTD officers.

RFT and RPT employees are enrolled in the LTD plan as a condition of employment once the 3-month probationary period is completed.

Employees who become totally disabled after April 1, 2012 as a result of an accident or sickness become eligible for disability benefits once they have been disabled for 4 months (i.e. the wait period).

Totally disabled under the LTD plan means the complete inability to perform the duties of their own occupation for the first 2 years of disability. After 2 years the employee must be totally disabled from performing the duties any occupation that pays at least 70% of their current rate of pay for their regular occupation at the date of disability.

The plan covers mental health disorders in the same way.

During the 4 month wait period the employee remains on sick leave. If the sick leave credits run out before the 4 month wait period is completed the employee cannot be terminated and is placed on unpaid leave of absence until LTD benefits start. Employees on unpaid leave continue to accrue all benefits under the CA for the first 20 days of unpaid leave (Article 37). There is no accrual of benefits after the 21st day of unpaid leave except seniority (Article 13).

Employees who participate in transitional work or a GRTW as part of CMP during the wait period will not have their entitlement to LTD benefits delayed.

For information on benefits, residual monthly disability benefit, integration with other disability income, early retirement incentive, LTD appeals, return to work, successive disabilities, rehab employment and other information regarding the plan please see the CA and contact your EDMP representative, LRO or DTA LRO for assistance and direction on LTD claims.

Appendix A.4 Premium Maintenance While Awaiting LTD

Employees who have applied for LTD and are in the LTD wait period or who are appealing their LTD claim are eligible for financial help with their Medical, Dental, ECH, Group Life, AD&D and LTD premiums (Article 46). The criteria for eligibility for assistance are:

1. Exhausted sick leave credits;
2. Used all vacation entitlements;
3. Exhausted all other paid leaves and banks they are entitled to; and
4. Used their 20 days of unpaid leave (Article 37)

Once the criteria are met the BCNU will reimburse employees for the cost of the benefits premiums for the remainder of the LTD wait period or the appeal period but the reimbursement will not exceed 12 months.

Health Authorities should provide employees with an application form for benefit premium maintenance included with the information that is provided to employees regarding self-payment of premiums when the

The interpretations in this manual are provided on a *without prejudice, errors and omissions basis* to any position Unions in the Nurses' Association of Bargaining Agents may take in any arbitral proceeding or any other forum.

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20 days of unpaid leave is close to being exhausted. Please check with your EDMP representative, LRO or DTA LRO for assistance.

Appendix A.7 Duty to Accommodate – Permanent Accommodations

In an accommodation process that does not result in undue hardship the following steps shall apply:

1. The employee shall provide appropriate and acceptable medical information that includes limitations and restrictions.
2. Once this medical is accepted and agreed to by the Employer the accommodation process begins. If the accommodation required is permanent the Employer will contact the employee and the union within 2 weeks to discuss accommodation options.
3. Within 4 weeks of accepting the medical and confirmation that the employee is fit to return to work as per the agreed restrictions and limitations the Employer will offer the employee transitional work or must begin paying the employee at their previous rate of pay. Transitional work is defined as various nursing duties (such as hand washing audits), access to education funds to upgrade skills, or special projects.
4. Permanent Accommodation agreements may be reviewed by the Employer periodically.

Footnotes

Article
Sub-Article
Last Update
Related Articles

Appendix A
A.1, A.2, A.3, A.4, A.5, A.6, A.7
31-03-21
Article 9, Article 11, Article 13, Article 37, Article 42, Article 46 and EDMP Policies and Procedures